

Black Hawk Co.

Teamsters #238 (Sheriff)

7/1/2005 6/30/2007

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COLLECTIVE BARGAINING AGREEMENT

between

BLACK HAWK COUNTY

and

**DEPUTY SHERIFF'S
CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL 238**

**Affiliated with the International
Brotherhood of Teamsters**

July 1, 2005 - June 30, 2007

**DEPUTY SHERIFF'S
TEAMSTERS UNION LOCAL 238
UNIT 5
and
BLACK HAWK COUNTY, IOWA**

Effective 7-01-2005 to 6-30-2007

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AGREEMENT

ARTICLE 1 RECOGNITION

1.1: The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all bargaining unit employees of the Black Hawk County Sheriff's Office, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 1299.

ARTICLE 2 EMPLOYER RIGHTS

2.1: The Sheriff, Communications Manager and Employer may propose reasonable rules for use in and by this office. In any conflict between the office rules and this Agreement, this Agreement shall take precedent. The Union recognizes the prerogatives of the Sheriff, Communications Manager, and the Employer to operate and manage the affairs of the Black Hawk County Sheriff's Office in all respects in accordance with their responsibilities. All authority and powers, including those granted by law, which the Employer or the Sheriff, or Communications Manager have not abridged, delegated, or modified by this Agreement, are retained by the Employer, the Sheriff, and Communications Manager subject to the grievance procedure.

ARTICLE 3 STEWARDS

3.1: A chief steward will be appointed by the Union. Necessary time will be given to the chief steward for handling of necessary matters. The chief steward will suffer no loss of pay or time in the performance of the duties.

3.2: The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances with the Sheriff or the Sheriff's designated representative in accordance with the provisions of the collective bargaining agreement.

B. The collection of dues when authorized by the appropriate Union Local.

C. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers provided such messages and information:

1. Have been reduced to writing.

2. If not reduced to writing, are of a routine nature and do not involve work stoppages or slowdowns.

3.3: The Union recognizes that the Sheriff or Communications Manager has the right to limit absences from work for the performance of stewards' duties to reasonable periods of time, and permission will be received prior to leaving their work area.

ARTICLE 4
GRIEVANCE PROCEDURE AND ARBITRATION

4.1: The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure.

4.2: Grievance Steps:

Step 1, (Informal): An employee shall discuss a complaint or problem orally with his immediate supervisor or their designated representative within four (4) working days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within four (4) working days, present the grievance in writing to the Division Commander or designated representative. The Division Commander or designated representative shall reply in writing within four (4) working days.

In Consolidated Communications, if the informal step fails to resolve the grievance, the Union and/or the aggrieved employee may, within four (4) working days, present the grievance to the Communications Manager or designated representative. The Communications Manager or designated representative shall reply in writing within four (4) working days.

Step 3: If the supervisor's answer in Step 2 fails to resolve the grievance, the Union and/or aggrieved employee may, within four (4) working days, present the grievance in writing to the Sheriff or designated representative. The Sheriff or designated representative shall, within four (4) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and reply in writing within four (4) working days.

In Consolidated Communications, if the Communications Manager's or designated representative's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may, within four (4) working days, present the grievance to the Consolidated Communications Board Chairperson or designated representative. The Chairperson or designated representative shall, within four (4) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and reply in writing within four (4) working days.

Step 4: If the answer in Step 3 fails to resolve the grievance, the Union may refer the grievance to the Human Resources Director or designated representative within four (4) working days of the receipt of the Step 3 answer. Following a meeting with the Union, the Human Resources Director or designated representative shall answer the grievance in writing within seven (7) working days.

Step 5: Any grievance not settled in Step 4 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party, and is made within four (4) working days after the date of the answer given in Step 4. No award may be made retroactive more than thirty (30) days beyond the date on which the grievance was first presented in written form, as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. A grievance not timely answered by the Employer may automatically be referred to the next highest step unless withdrawn by the Union.

4.3: After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of five (5) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list.

4.4: After each party has eliminated the names of two (2) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

4.5: The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties. All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 5 SENIORITY

5.1: Seniority means an employee's length of continuous service in a classification in the bargaining unit since their last date of hire. In instances where classification seniority is equal, the employee with the most continuous service in the bargaining unit will be considered the most senior. In instances where continuous service in the bargaining unit is equal, the employee with the highest last four (4) digits of his social security number will be considered to be the most senior. For the purpose of layoffs, seniority shall be administered on a job classification basis. Job classifications in the unit are: Deputy, Master Control Technician, Booking Clerk, and Civilian Dispatcher.

- 5.2: A new civil service employee shall serve a probationary period as follows:
- A. If ILEA (Iowa Law Enforcement Academy) certified when hired, the probationary period shall be nine (9) months.
 - B. If not ILEA certified when hired, six (6) months from date of ILEA certification.

A new civilian employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, the employee shall be placed on the seniority list, and their seniority shall be determined from their date of employment. Probationary employees may be terminated for any reason without recourse to the grievance procedure.

5.3: The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement, within thirty (30) days after its execution. When the working force is reduced, the employee with the least job classification seniority in the classification affected shall be the first laid off. However, the Employer may deviate from this procedure if it is determined that a Bona Fide Occupational Qualification is necessary to properly staff the Sheriff's Office. The employee removed can then replace any employee with less bargaining unit seniority. On recall from layoff, employees will be returned to work in the reverse order from which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

5.4: Employees to be recalled after being on layoff shall be notified as far in advance as practical by letter sent by certified mail, return receipt requested, to the last address shown on the employee's record.

5.5: An employee shall lose his seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits or retires.
- B. Employee is discharged for proper cause.
- C. Engaging in other full-time work (unless arrangements have been made with the Sheriff or Communications Manager previous to taking job) while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) days off from work without notice to the Sheriff or Communications Manager unless evidence satisfactory to the Sheriff or Communications Manager is presented showing that the employee was physically unable to give notice.
- E. Failure to report for work at the conclusion of a leave of absence.
- F. Failure to report for work within five (5) working days after receipt of notice to return to work following layoffs, when notice of recall is sent to employee's last known address as shown in Employer's records.
- G. Continuous period of layoff in excess of one (1) year.

It is the employee's responsibility to keep the Sheriff or Communications Manager, and Employer informed of his current address and phone number.

ARTICLE 6
LEAVE OF ABSENCE

6.1: With the Employer's approval, an employee may be granted a leave of absence without pay for a period or periods not to exceed one (1) continuous year. Requests for such leave shall be made in writing. Requests for such leave shall not be denied on unreasonable grounds.

Notification in writing shall be given to the Union when a leave of absence is granted.

6.2: A. An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrued retirement or sick leave during the period of such leave, except as provided by state law. Premiums for insurance normally paid by the Employee will be paid by the employee after the first thirty (30) days, except, however, the Employer shall continue to make its normal contribution for insurance for an employee who is on leave of absence due to work-related illness or injury.

B. Employees who are on a leave of absence due to a work-related injury or illness will be eligible to maintain the following: uniform allowance, vacation, casual days, sick leave, and longevity. Accrual and usage of each of these benefits will be determined by the provisions described in the specific articles of the collective bargaining agreement.

6.3: If the employee does not return to work upon the expiration of his leave of absence; he shall be terminated.

6.4: Upon return from leave of absence, the employee shall return to his former job if physically qualified. An employee will continue to accrue seniority during approved leave of absence.

6.5: Leave without pay not to exceed ten (10) days per year will be granted to a deputy elected or re-elected by the Union to attend educational classes or conventions conducted by the Union. The employee shall give the Sheriff or Communications Manager at least ten (10) days advance written notice of intent to attend such classes or conventions. Not more than one (1) employee shall be granted such leave at any time. The Sheriff or Communications Manager may deny such leave requests to provide for the efficient operation of the department.

6.6: Leave of absence without pay shall be granted for an employee elected to a union post or a political position. The leave shall not exceed four (4) years or the term of office, whichever is shorter. An employee may request a leave of absence in writing stating the reason and time necessary. A request for leave of absence to serve in a union post shall require the approval of both the Employer and the Union. A request for leave of absence to serve in a political position shall require approval of the Employer.

ARTICLE 7
JURY DUTY

7.1: An employee required to serve as a juror shall receive his regular wages. Time spent on jury duty shall be counted as time worked. To receive payment for such duty, the employee

must submit certification of service and assign all fees, except mileage received for such duty, to the Employer. When released from duty during working hours, the employee will report to work within an hour.

ARTICLE 8 FUNERAL LEAVE

8.1: Eligibility: Each regular full-time employee shall, after ninety (90) days continuous employment, be eligible for a paid leave of absence for a death in the immediate family. Immediate family shall be defined as parents, parents of spouse, spouse, child, stepparents, stepparents of spouse, stepchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents of spouse, and grandchild.

Length of Leave:

Spouse, Parent, Child: Up to four (4) days

Other immediate family: Up to three (3) days

Employees will also be granted one (1) day to attend funerals of relatives other than immediate family.

Only days absent which would have been compensable work days will be paid.

8.2: No payment will be made during vacations, holidays, lay-offs, or other leaves of absence. Payment shall be made on the basis of the employee's normal work day's pay. Employee must attend the funeral or make a bona fide effort to attend the funeral to qualify for funeral leave pay. Employees may be granted up to eight (8) hours paid absence for service as a pallbearer.

ARTICLE 9 SICK LEAVE

9.1: Accumulation: Each full-time regular employee shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month of continuous employment. Maximum accumulation shall be two hundred forty (240) days.

9.2: Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- A. Serious or confining illness of the employee.
- B. Contagious or serious illness of a member of the employee's household which necessitates the employee remaining at home.
- C. Medical or dental appointments which cannot be scheduled during non-working hours
- D. Female employees may use accumulated sick leave for absences occasioned by complications from pregnancy, for childbirth and complications resulting therefrom, and for recovery from childbirth or miscarriage.
- E. Employees who do not have sufficient accumulations of sick leave to cover the above absences may use accumulated paid vacation or shall be eligible for unpaid leaves of absence.
- F. Sick leave shall not be used for holidays when an employee is receiving sick leave on the day before and the day after such holiday.

9.3: Verification: The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further disciplinary action.

9.4: Notification: When absences due to sickness are necessitated, the employee shall notify the Sheriff or Communications Manager or his designated representative prior to the beginning of his scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave and subject to disciplinary action.

9.5: Probationary Employees: Employees are not eligible for sick leave benefits during the first ninety (90) days of employment. However, employees shall be credited with accrued sick leave as of the date of employment.

9.6: Date of Employment: For the purposes of this Article, an employee who begins his employment on or before the fifteenth (15th) day of the month will be credited with sick leave for the entire month. An employee who begins his employment after the fifteenth (15th) day of the month will begin to accrue sick leave on the first day of the month following his employment.

9.7: Work-Related Injury: Any time lost during the first three (3) days following a work-related injury will not be charged against the employee's sick leave balance, provided a doctor's excuse is furnished to the Sheriff or Communications Manager, and the Human Resources Department.

9.8: Sick Leave Casual Day: Employees may accrue one (1) casual day for every four (4) months of zero sick leave usage. The four-month time frames are July 1, through October 31, November 1, through February 28, and March 1, through June 30. Sick leave casual days must be used within one (1) year of the date it is earned. Any accrued sick leave casual day(s) shall be forfeited upon termination.

ARTICLE 10

DIRECTED ASSIGNMENTS

10.1: Directed assignments shall include attendance at education seminars, courses, certifications/licensure training and non-inservice training classes approved by the Sheriff or Communications Manager.

10.2: All time spent on directed assignments shall be compensated at straight-time rates not to exceed eight (8) hours per day.

10.3: All legitimate expenses incurred by the employee shall be reimbursed by the Employer. Mileage will be paid in accordance with the Code of Iowa for employee's required use of personal vehicles.

ARTICLE 11
WORKER'S COMPENSATION

11.1: In case of injury due to work or incurred while at work, all such injuries must be reported to the employee's immediate supervisor as soon as possible after the injury is sustained, but in any case, no later than twenty-four (24) hours.

ARTICLE 12
BONDS

12.1: Should the Sheriff require any deputy to give a bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Sheriff.

ARTICLE 13
INSURANCE

13.1: The Employer agrees to maintain group health insurance for each employee equivalent to that in effect on the date this Agreement is provided.

13.2: The Employer will provide permanent full-time employees and their dependents the Employer's Preferred Provider group health and dental insurance. Effective July 1, 2005, employees electing single coverage shall contribute \$35.00, and employees electing dependent coverage shall contribute \$75.00 toward the cost of the monthly premium rate. Effective July 1, 2006, employees electing single coverage shall contribute \$50.00, and employees electing dependent coverage shall contribute \$100.00 toward the cost of the monthly premium rate. Where there are two (2) married employees employed by the county, they may take one (1) family plan or two (2) single plans. When two (2) single plans are taken, the employees will only be required to pay the monthly employee contribution for one (1) single plan. The Employer shall deduct half of the monthly contribution from the first payroll check and half from the second payroll check of the month. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits.

13.3: The Plan provisions are:

Preferred Provider Plan

Deductible*	\$250 Single* \$500 Family*
Co-Payment	\$15 (per P.P.O. Office Visit)
Co-Insurance	85%-15%
Prescription Drugs (no deductible)	20% Generic 30% Formulary 40% Non-formulary
90-Day Mail Order Prescription	Co-pay - \$10.00 Generic Co-pay - \$30.00 Formulary Co-pay - \$60.00 Non-formulary

Out-of-Pocket Maximum	\$750 Single \$1500 Aggregate Family
Lifetime Benefit Maximum	\$1,000,000

* Effective July 1, 2006, the preferred provider plan deductible shall be changed to \$500 for single and \$1,000 for family.

Non-Network Provider Provisions*

Deductible**	\$600 Single ** \$1200 Family **
Co-Insurance	60%-40%
Prescriptions	No coverage except in case of emergency. If emergency, will cover per PPO rates
Non-Preferred Pharmacy	
Out-of-Pocket Maximum	\$1500 Single \$3000 Family

*The Non-network Provider Provisions become effective when an employee elects to utilize a care provider who is not a network provider participant.

** Effective July 1, 2006, the non-network provider plan deductible shall be changed to \$1,000 for single and \$2,000 for family.

The Plan also includes the following provisions:

- Pre-admission certification
- Common Occurrence Deductible: When more than one family member is involved in the same accident, only one per member deductible need be satisfied.
- Normal newborn care
- Well baby care to twenty-four months
- One routine physical per member per calendar year
- Dependent child coverage to age nineteen (19) or to age twenty-five (25) if a full-time college student.

13.4: The Employer will provide ten thousand dollars (\$10,000) life insurance coverage for each permanent full-time employee. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits.

13.5: The Employer agrees to maintain group dental insurance coverage for each employee in addition to the existing group health insurance. The Employer shall have the exclusive right to select the carrier for such insurance.

- I. Specific Benefits effective July 1, 1984:
 - A. Check-ups and teeth cleaning 80%-20%
 - B. Cavity repair and tooth extractions 80%-20%
 - C. High-cost fillings, root canals, gum and bone diseases (non-surgical) 80%-20%
 - D. Dentures and bridges 50%-50%
 - E. Teeth straightening (\$1000 maximum per

lifetime)	50%-50%
F. Gum and bone disease (surgical)	50%-50%

- II. \$750 maximum coverage per eligible member per calendar year.
Deductible: \$25 per member, \$75 maximum per family per calendar year.

ARTICLE 14 VACATION

- 14.1: A. One (1) working week after one (1) year of continuous full-time employment.
B. Two (2) working weeks after two (2) years of continuous full-time employment.
C. Three (3) working weeks after five (5) years of continuous full-time employment.
D. Four (4) working weeks after ten (10) years of continuous full-time employment.
E. Five (5) working weeks after twenty (20) years of continuous full-time employment.

Only regular, full-time employees are eligible for vacation time and pay. The work week shall be defined as that period between 12:01 a.m. Sunday and 12:00 midnight Saturday. Thus, for an employee regularly working a five-two (5-2) schedule, the work week shall consist of five (5) days. For an employee working a six-two (6-2) or six-three (6-3) schedule, the work week shall consist of six (6) days.

14.2: All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment, or it will be lost unless approved in writing by the Employer. This extension can be granted for up to ninety (90) days following the employee's vacation anniversary date.

14.3: An employee on vacation when a holiday occurs shall receive holiday pay in lieu of vacation pay.

14.4: Applications for vacations for the Sheriff's office should be presented two (2) weeks prior to the effective date. Seniority shall prevail at all times. (Consolidated Communications employees should refer to the letter of understanding). Rescheduling of vacations may be required when it is necessary for the justifiable, efficient operation of the department.

14.5: Vacation leave shall be taken in increments of two (2) hours.

14.6: Upon resignation, termination from County service, or death, an employee shall be paid for all unused vacation left at time of termination. However, employees who are discharged for cause, or employees who quit without a minimum of two (2) weeks advance notice to the Employer, shall forfeit vacation pay.

14.7: Vacation pay will be at the employee's regular straight-time rate.

14.8: During the first anniversary year of employment, an employee is not eligible for vacation time and pay, but during subsequent anniversary employment years, a regular full-time employee can earn pro-rata vacation time and pay based upon straight-time hours worked, if at least twelve

hundred (1,200) hours are worked. Paid sick leave, vacation time, recognized holidays, bereavement time, and jury duty are considered as time worked. The following is an example of how an employee can earn pro-rata vacation time and pay:

<u>1,200 Straight-time Hours Worked</u>	<u>Vacation Time and Pay</u>
2,080	57%

All employees who work eighteen hundred (1,800) straight-time hours in an anniversary year shall be entitled to one hundred percent (100%) vacation time and pay.

ARTICLE 15 HOLIDAYS

15.1: Regular full-time employees, except seasonal and part-time employees, are eligible for the following eleven (11) paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Christmas Eve Day*
Labor Day	Employee's Birthday**
Veteran's Day	

*Employees working where operations are not continuous will have a Floating Christmas holiday to be designated by the Employer.

**With concurrence of the Employer, employees will be allowed to observe their birthday holiday seven (7) calendar days before or after the actual birth date. Such day shall not be unreasonably denied.

Regular full-time employees shall be paid for each of the holidays set forth in this Article, which occur during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight-time rate for all hours worked, plus the paid holiday at said straight-time rate.

15.2: To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after each holiday. If the employee is absent only the last scheduled work day before or the first scheduled work day after the holiday as a result of personal illness or on-the-job injury, the employee shall be considered as having met these requirements. The Employer may require such evidence as it deems necessary to establish bona fide absence to qualify for holiday pay.

15.3: An employee on layoff or leave of absence is not eligible for holiday pay unless special arrangements, mutually agreeable between the Employer and employee, have been made prior to the holiday.

15.4: An employee on paid leave when a holiday occurs shall receive holiday pay in lieu of other paid leave.

15.5: Each employee will keep the Sheriff or Communications Manager reasonably informed of his whereabouts should it become necessary to cope with an emergency situation (snow storm, ice storm, flood, tornado, etc.).

15.6: A holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on a Sunday shall be observed on the following Monday, except however, employees who work on schedules where operations are continuous shall observe holidays on the days on which they actually occur.

15.7: For each holiday which falls on an employee's regular day off, the employee shall be entitled to an additional casual day which must be used within twelve (12) months from the date that it is earned.

ARTICLE 16 CASUAL DAYS

16.1: There shall be four (4) compensated "personal days" allowed to each employee within a fiscal year. Personal days shall be taken at the discretion of the Sheriff or Communications Manager, and at such time as will not unduly interfere with the operation of the department. An employee taking a personal day shall be considered to have worked not more than eight (8) hours for the purpose of determining eligibility for overtime pay, in accordance with the provisions of Article 23 of this Agreement.

16.2: Casual leave shall be taken in increments of one (1) hour.

ARTICLE 17 SAFETY

17.1: The Sheriff shall first consider the personal safety of the bargaining unit employees in establishing operational procedures. A bargaining unit employee ordered to work under conditions considered to be unsafe may subsequently refer the matter to the grievance procedure.

17.2: It is the duty of the bargaining unit employee, and he shall at the end of the shift, report all defects of equipment. The Sheriff shall not ask or require a bargaining unit employee to take out any equipment that has not been cleared as safe by the shift supervisors.

ARTICLE 18 LEGAL AND PERSONAL

18.1: Employer agrees to maintain all liability insurance coverage, including false arrest insurance, at current levels of coverage, and the Union shall be furnished a copy of such policies upon request.

ARTICLE 19
SEPARABILITY AND SAVINGS

19.1: If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any such items which may be in question will be promptly negotiated to bring it in line with existing authority. In the event that any of the contract shall be declared illegal, the party shall, as soon as possible, negotiate a provision which will cause that Article to be in line with the change in the law. Any such change will be subject to grievance procedure.

ARTICLE 20
HOURS OF WORK

20.1: The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or days of work per week. Determination of daily and weekly hours shall be made by the Sheriff or Communications Manager.

20.2: It is understood and agreed that the operation of the Sheriff's Office and the Consolidated Communications Center are continual, non-stop operations. The number of shifts and hours of work shall be determined by the Sheriff and the Communications Center Manager.

On February 1, and August 1, employees shall be given the opportunity to submit their shift preference to the Sheriff and Communications Center Manager. Employees shall be awarded their selection on the basis of seniority within each division, as long as they are qualified to perform work assigned on their selected shifts. The Sheriff or Communications Center Manager may deviate from this if it is determined a Bona Fide Occupational Qualification is necessary for proper staffing. Results of the biannual shift selection shall be effective the pay period closest to March 1, and September 1. When an employee is assigned to a different division after March 1 or September 1, he will be allowed to select his shift preference based on seniority.

20.3: Effective July, 1, 1982, a premium of forty cents (\$.40) per hour shall be paid for all hours worked during the second, third, and fourth shifts.

20.4A: Sheriff's Office Overtime Procedures: Overtime shall be paid for all time worked in excess of eight (8) hours each day or forty hours in a work week. When an employee is forced to work outside his assigned shift without a one (1) week advance notice, the employee shall be paid overtime for such time. Overtime as defined herein shall be paid at the rate of time and one-half (1 1/2) the employee's straight time hourly rate. Overtime shall first be offered to employees within the division, and administered as follows:

A. Scheduled: When the necessity for overtime is known more than eight (8) hours in advance, such time will be distributed to the division employees by seniority.

B. Unscheduled: When less than eight (8) hours notice is available for the need of

overtime, the overtime will first be offered to working employees. If no one desires the overtime, it will be offered to employees working the shift following the overtime. Absent volunteers, the junior employee working shall be forced to work up to four (4) hours overtime. If an employee is so forced, the junior employee from the overtime-following shift will be forced to relieve the first employee.

For the purpose of overtime distribution, notice shall be deemed to have been made if a message is left at an employee's residence.

20.4B: Compensatory time for employees working overtime during a pay period can, at the employee's option, accrue at the rate of one and one-half (1 1/2) hours overtime for each hour worked up to a maximum of ninety-six (96) hours. Briefing is not included.

20.5: The normal work day shall be eight (8) hours, which includes a fifteen (15) minute break period in the first one-half of the shift, and a fifteen (15) minute break period in the second one-half of the shift. There will be a thirty (30) minute paid lunch period during the middle of the shift. It is hereby acknowledged that the breaks and lunch time may not be scheduled due to the nature of the law enforcement experience, but the parties agree to make reasonable attempts to adhere to the schedule outlined herein.

20.6: Vacation time, paid holidays, and paid sick leave time does count as time worked toward computation of overtime. Overtime shall not be paid more than once for the same hours worked.

20.7: An employee shall have the right to change a work day with another employee upon their mutual agreement, and with the approval of the Sheriff or Communications Manager or his designated representative, if such change of work day will not result in overtime compensation that would not normally have been paid.

20.8: Any deputy who is required to limit his personal time by being placed on "call" or "standby" shall be compensated at the following rate: two (2) hours of straight-time for every eight (8) hour shift he is required to be on call or standby. This shall not be construed to be paid for overtime, or to allow to be totaled in the weekly hours in excess of forty (40) hours. If the deputy is called in to work, he shall be paid a minimum of two (2) hours pay at the appropriate rate of pay, which shall include overtime if applicable. A deputy called in shall receive pay for work only in lieu of call-in or standby pay.

ARTICLE 21

SUBPOENA AND WITNESS FEES

21.1: An employee who is subpoenaed or called as a witness or to otherwise give information before a court or duly constituted body, when such information is required by their official position, shall be considered to be at work for the purpose of this Article.

21.2: An off-duty employee who is called to give testimony as set forth in Section 24.1 above shall receive a credit for a minimum of two (2) hours worked for such time spent, except that an employee subpoenaed or called to testify during off-duty hours with less than twelve (12) hours

advance notice from the Sheriff shall receive credit for a minimum of four (4) hours worked. Notice shall be deemed to have been made if a completed call for the employee is left at the employee's residence. No employee shall receive pay pursuant to this Article and Article 23 for the same hours worked.

ARTICLE 22 PAY PLAN

22.1: Reference is made here to Exhibit "A" for fiscal year 2005 – 2006 and Exhibit "B" for fiscal year 2006 - 2007. By this reference, said exhibits become a part of this Agreement. The appropriate salary schedule shall become effective the beginning of the pay period closest to July 1 and shall remain in effect during that fiscal year. Employer retains the right to add new job classifications or delete job classification as may be necessary.

ARTICLE 23 NO STRIKE - NO LOCKOUT

23.1: The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes as defined in the Code of Iowa.

23.2: The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 24 LONGEVITY

24.1: Longevity compensation is defined as time of service to the Sheriff. Payment shall be made for all time employed by the Sheriff in any full-time bargaining unit capacity.

24.2: A break in employment does not constitute loss of time for longevity purposes. The following longevity schedule becomes effective July 1, 1982:

Completion of four (4) years of service:	\$45 per month
Completion of eight (8) years of service:	\$55 per month
Completion of twelve (12) years of service:	\$65 per month
Completion of sixteen (16) years of service:	\$75 per month
Completion of twenty (20) years of service:	\$85 per month

24.3: Eligibility for Longevity: For the purposes of this chapter, an employee who begins his employment on or before the fifteenth (15th) day of the month will be eligible for longevity for the entire month. An employee who begins employment after the fifteenth (15) day of the month will be eligible for longevity beginning the first day of the month following the anniversary date of his employment.

ARTICLE 25
ELIGIBILITY FOR PAY INCREMENTS

25.1: Employer shall use the following criteria for the determination of any employee's eligibility for pay increments with the grade.

25.2: In-Grade Pay Increments: An employee shall be eligible for in-grade pay increments according to the following schedule:

Steps

A - Two (2) year	D - One (1) year	G - At Nine (9) years employment
B - One (1) year	E - One (1) year	H - At Twelve (12) years employment
C - One (1) year	F - Four (4) yrs or eligible for step G	I - At Fifteen (15) years employment

25.3: Basis for In-Grade Increments: In-grade increments shall be granted automatically, unless during the existing grade period, the employee shall have been disciplined for unsatisfactory work performance, in which instance, the time in step shall be computed from the date of discipline.

25.4: Adjustment of Pay: Pay increment adjustments shall be made at the beginning of the pay period in which the anniversary date of employment occurs, unless the work period has been adjusted in Section 30.3.

ARTICLE 26
EFFECT OF JOB CLASSIFICATION CHANGES

26.1: Job classifications for unit employees are: deputy, master control technician, booking clerk, and civilian dispatcher. A change in employee classification will affect pay status under the following circumstances:

Promotion: When an employee is promoted from one class to another having a higher pay range, he shall receive an increase of not less than one pay step. If an employee's current rate of pay is below the minimum established for the higher class, his pay shall be increased to the minimum rate of the higher class. If the employee's current rate of pay falls within the range of the higher class, his pay shall be adjusted to the next higher step in the range for the higher class, which is at least equal to one increment above his current rate of pay.

Demotion: When an employee is demoted for cause from one class to another having a lower pay range, he shall be placed in the step within the lower range which provides at least a five percent (5%) reduction in pay. When an employee is demoted for administrative purposes through no fault of his own, his pay shall be reduced to the maximum rate in the lower pay range, or he shall continue at his current rate of pay, whichever is lower.

Lay-Off: When an employee, following lay-off, is re-employed in the same class from which he was laid off, he shall be placed in the same pay step that he occupied at the time

of lay-off. When the employee is re-employed in a class having a lower pay range, his rate of pay shall be the same as that which he received at the time of lay-off, provided that the pay rate is within the range of the lower class; otherwise, his rate of pay shall be reduced to the maximum of the pay range of the lower class.

26.2: When a deputy is assigned by the Sheriff to a lieutenant's job classification for six (6) or more consecutive working days, he shall receive the rate of pay of the lieutenant's classification. A Personnel Action must be processed for pay purposes.

When a deputy is assigned by the Sheriff to a sergeant's job classification for five (5) or more consecutive working days, he shall receive the rate of pay of the sergeant's classification. A Personnel Action Form must be processed for pay purposes.

ARTICLE 27 UNION DUES AND CHECK-OFF

27.1: The Employer agrees to deduct uniform union dues, fees, contributions, and any assessments, from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore signed by the employee, all in the manner set forth in the Code of Iowa, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements, unless the employee shall give thirty (30) days written notice to the Employer of the cancellation.

27.2: The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union from an employee's pay. Deductions shall be made one-half from the first paycheck of each month and one-half from the second paycheck of each month and remitted within fifteen (15) days after the second paycheck of the month.

ARTICLE 28 MILITARY LEAVE OF ABSENCE

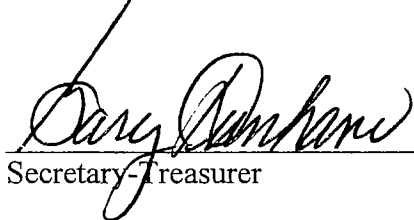
28.1: A permanent full-time employee may be granted a military leave of absence for a period up to thirty (30) days per calendar year with pay as prescribed by the Code of Iowa.

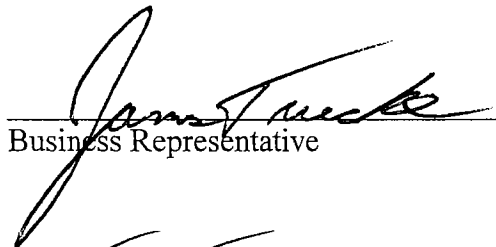
ARTICLE 29
DURATION OF AGREEMENT


29.1: This Agreement shall be effective beginning July 1, 2005, and will continue in full force and effect until its expiration on June 30, 2007.

Signed this 28th day of June, 2005.

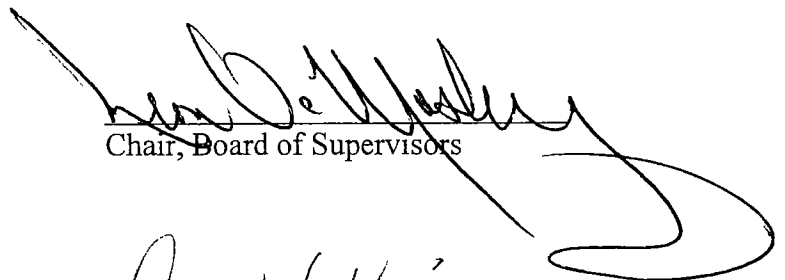
CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL 238, affiliated with the International
Brotherhood of Teamsters


Secretary-Treasurer

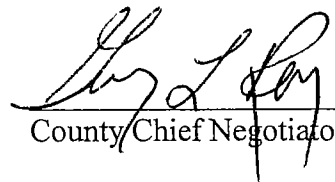

Business Representative


Chief Steward

BLACK HAWK COUNTY, IOWA


Chair, Board of Supervisors


Human Resources Director

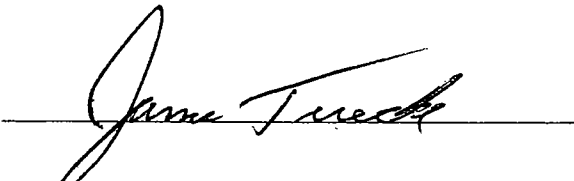

County Chief Negotiator

**Letter of Understanding
between
Black Hawk County
and the
Sheriff's Department Employees, Unit 5
Chauffeurs, Teamsters & Helpers Local 238**

Dispatcher vacation picks should be done every 6 months after the shift picks are completed. Vacation will be by seniority by shift. A calendar for the 6-month period being picked will be circulated amongst each shift by seniority on that shift. Each dispatcher will be allowed to review the calendar and pick vacation days, once it is their turn (based on seniority), for a period of 3 working days. After that time, it goes to the next most senior person to review and pick their days and so on. If more than one dispatcher on the same shift requests the same day, the most senior dispatcher will be granted their vacation request. Those requests will be locked in and not eligible for bumping. Once the "6-month" vacation picks are completed, any other vacation requests will be considered locked in and not eligible for bumping if presented and approved 45 days prior to the requested time.

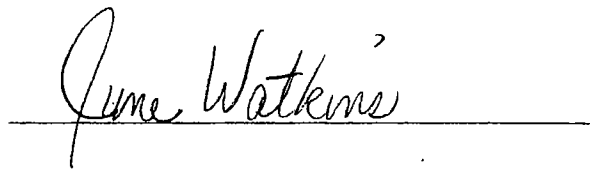
**CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL 238, affiliated with the International
Brotherhood of Teamsters**

BLACK HAWK COUNTY, IOWA



Date:

6-9-05



Date:

June 20, 2005

BLACK HAWK COUNTY DEPUTY SHERIFF EMPLOYEES

UNIT 5 - PAY SCALE

7-1-05* to 6-30-06

2.25%

Exhibit A

Pay Grade	Job Classification	Start thru 2 yr A	B	C	D	E	F	9 YEAR G	12 YEAR H	15 YEAR I
201	Deputy	\$16.01	\$16.81	\$17.26	\$18.42	\$19.00	\$19.58	\$20.14	\$20.73	\$21.87
203	Booking Clerk	\$13.52	\$14.11	\$14.67	\$15.26	\$15.82	\$16.40	\$16.98	\$17.56	\$18.42
204	Master Control Technician	\$13.52	\$14.11	\$14.67	\$15.26	\$15.82	\$16.40	\$16.98	\$17.56	\$18.42
205	Civilian Dispatcher	\$13.52	\$14.11	\$14.67	\$15.26	\$15.82	\$16.40	\$16.98	\$17.56	\$18.42

*Wage scale effective at the beginning of the pay period closest to July 1, 2005.

Steps effective at the beginning of the pay period in which the employee's anniversary date occurs.

BLACK HAWK COUNTY DEPUTY SHERIFF EMPLOYEES

UNIT 5 - PAY SCALE

7-1-06* to 6-30-07

2.75%

Exhibit B

Pay Grade	Job Classification	Start thru 2 yr						9 YEAR	12 YEAR	15 YEAR
		A	B	C	D	E	F	G	H	I
201	Deputy	\$16.45	\$17.27	\$17.73	\$18.93	\$19.52	\$20.12	\$20.69	\$21.30	\$22.47
203	Booking Clerk	\$13.89	\$14.50	\$15.07	\$15.68	\$16.26	\$16.85	\$17.45	\$18.04	\$18.93
204	Master Control Technician	\$13.89	\$14.50	\$15.07	\$15.68	\$16.26	\$16.85	\$17.45	\$18.04	\$18.93
205	Civilian Dispatcher	\$13.89	\$14.50	\$15.07	\$15.68	\$16.26	\$16.85	\$17.45	\$18.04	\$18.93

*Wage scale effective at the beginning of the pay period closest to July 1, 2006.

Steps effective at the beginning of the pay period in which the employee's anniversary date occurs.